

**COLLECTIVE BARGAINING AGREEMENT**

**-BETWEEN-**

**BOROUGH OF JAMESBURG**

**-AND-**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 389**

**JANUARY 1, 2011 THROUGH  
DECEMBER 31, 2014**

**Amended 2/29/12**

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## **ARTICLE I: RECOGNITION**

### **1.1**

This Agreement is between the Borough of Jamesburg, County of Middlesex, State of New Jersey, hereinafter referred to as the "Borough" or "Employer", and the New Jersey State Policemen's Benevolent Association, Local No. 389 hereinafter referred to as the "Association" or "PBA".

### **1.2**

The Borough recognizes the Association as the exclusive representative of all uniformed employees of the Police Department, with the exclusion of the Police Chief or Special Police and any and all Secretaries and/or clerical help.

## **ARTICLE 2: STATEMENT OF JOINT PURPOSE**

### **2.1**

The parties to this agreement affirm their understanding that the Borough of Jamesburg is an instrumentality of its citizens and that its governance is operated for the welfare of its people. It is the declared purpose of the parties hereto, to maintain the quality and efficiency of the Department's service, ever mindful of the needs of the citizens of the Borough, State and Nation. To this end, the Borough and the Association join themselves together to observe in good faith the terms of this Agreement.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

### **3.1 DEFINITIONS**

Grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute or terms and conditions of employment which actually affect working conditions.

Grievance is defined as any individual or entity which has been, is being, or may be affected by any issue, controversy, dispute, or application as indicated in the definition of a grievance. The Association may initiate or file a grievance on behalf of an injured or unavailable employee.

### **3.2 PROCEDURE**

A written grievance shall meet the following specifications:

- a. It shall be specific;
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy, or issue;
- c. It shall specify the section of the agreement, rule or regulation, statute, ordinance term and/or condition of employment, which has allegedly been violated, misapplied or is in dispute;
- d. It shall state the relief requested, including, but not limited to:
  - 1. Increased compensatory time to the Grievant;
  - 2. Increased wages in lieu of the compensatory time;
- e. It shall contain the date(s) of the alleged dispute, controversy or issue;
- f. It shall be signed by the Grievant;

### 3.2-2

The grievance shall be submitted in writing to the Chief of Police, who shall submit his answer in writing within seven (7) calendar days.

### 3.2-3

In the event that the grievance is not resolved or if no written response is received within the specified time period from the Chief of Police, the grievance shall be submitted to the Chairman of the Police Committee, with a copy to the Mayor. The Police Committee shall have fourteen (14) calendar days to make a determination and submit a written report. If no report has been issued and there is no agreement between the parties, in writing, to extend said period of time to submit said report, the grievance shall then be submitted to the Public Employee Relations Commission for arbitration.

### 3.2-4

The request for arbitration shall be directed to the Public Employee Relations Commission, subject to the rules and guidelines then in effect by such agency.

In the event that a question arises as to the arbitrability of an issue, the arbiter shall make a preliminary determination based upon the express terms of this Agreement prior to continuance of the hearing.

The original grievance shall be submitted to the arbiter for determination unless both parties agree that additional documentation is necessary and shall at that time be presented to the arbiter. Nothing in this paragraph shall be construed to preclude or limit the submission of any proofs by either party.

The arbiter shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement. He/she shall only address and render a determination as to those issues specifically submitted into arbitration and shall not have the authority to determine any issues not so submitted. The arbiter shall not submit observations or

opinions, which are irrelevant in the decision-making process. When requested the arbiter may award compensatory time, additional monies or back pay as appropriate remedies as set forth in the relief section of this Agreement, or award a monetary penalty for a violation of this Agreement.

The decision of the arbiter shall be final and binding upon the parties and the grievance shall be considered permanently resolved.

The expenses of an arbiter shall be shared equally between the parties. Each party shall, however, make arrangements for presentation of its case and payment of any witnesses called on their own behalf.

The aggrieved employee and his designated employee representative shall be permitted time off, without loss of pay, for any required hearing of witness testimony. Further, any witness(es) appearing on behalf of the grievant, shall, when called for testimony, be excused from duty with no loss of pay.

### 3.2 HEARINGS, GENERAL

Any and all meetings and/or hearing shall be conducted privately and only those interested parties and their designated or selected representatives shall be admitted.

### 3.3 REPRESENTATION

This aggrieved employee shall have the right to be represented at all stages of the grievance process by the Association, a representative selected by or approved by the Association or appear on his or her own behalf. Those times when an aggrieved employee is not represented by the Association in the processing of a grievance before the Police Committee, or at any subsequent level of the grievance process, the Association shall be notified by the Chairman of the Police Committee, that a grievance has been filed, shall have the right to attend and present its position, in writing, at all sessions held concerning the grievance, and shall receive a copy of any decision rendered. However, only the Association can file for arbitration.

### 3.4 RIGHTS OF AGGRIEVED EMPLOYEE

Nothing in the grievance procedure shall deny any employee his rights under State and Federal Constitutions and Laws.

Nothing herein contained shall be construed as limiting the right of any employee having grievance to discuss the matter informally with the Chief Law Enforcement Administrator and/or a superior officer, which may result in a resolution of the grievance, provided the resolution is not inconsistent with the terms of this Agreement.

### 3.5

### MISCELLANEOUS

The Borough and Association shall insure the aggrieved employee freedom from restraint, interference, coercion, discrimination, or reprisal, in the presentation of his grievance.

If, in the judgment of the Association, a grievance affects all or a majority of the employees, the Association may submit such a grievance, in writing, directly to the Chairman of the Police Committee. The Committee may, however, determine that the matter would best be handled the formal grievance process and recommend the Association commence proceedings in the manner set forth herein. No probationary employee may use the grievance procedure in any way to appeal a discharge or a decision by the Borough not to offer said employee a permanent position.

All documents, records and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants, nor shall the file or any portion of the contents be disclosed to anyone outside the Borough.

## ARTICLE 4: WORK HOURS AND OVERTIME

### 4.1

The schedule workweek shall consist of four (4) ten and one-half (10 ½) hour steady shifts, followed by four (4) days off.

### 4.2 FLEX DAYS

Officers working the four (4) on and four (4) off schedules will work seven (7) flex days within a calendar year. Commencing January 1 flex days and or hours will be used for Training, Schooling, Narcotics Investigations, Briefing, (fifteen minutes before shift) and notified schedule shift changes. Except in the case of an emergency, there shall be four (4) calendar days notice of any change in scheduling. In the event that this is not possible or does not occur, the employee shall be entitled to compensation at the rate of time and half for the newly scheduled hours. Any employee not currently in a work schedule shall also receive four (4) calendar days notice of a scheduling or duty assignment.

### 4.3

Each employee under this Agreement shall be expected to be available to work a reasonable amount of overtime. Efforts will be made to keep overtime equal amongst employees.

#### 4.4

On those occasions when overtime is necessary, the Police Chief or his designee shall determine the number of persons required, as well as, the amount of overtime required from each person selected.

#### 4.5

Any police officer placed into a "standby" or "alert" status by personal communication of the Chief of Police or his designee, and who remains subject to call or recall to duty and is mandated to remain at home or within a thirty (30) minute radius, which area shall be defined shall be compensated one (1) hour base pay for each three (3) hours of standby, alert or state of readiness, until such time as the alert or standby status is officially canceled or communicated to him. This clause does not apply to a ranking officer covering for the Chief of Police, who is on any leave of absence under Article 6 of this Agreement.

### ARTICLE 5            SALARY GUIDE

#### 5.1 DEFINITION

Base pay shall mean an officer's base salary plus longevity, holiday pay and education. Holiday pay shall be part of the base salary but shall not be included in the hourly rate.

#### 5.2 WAGES

Per attached schedule

#### 5.3 PAYMENT SCHEDULE

Base salaries shall be divided into twenty-four (24) equal sums, which shall be payable on or about the fifteenth (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>) of each month.

#### 5.4 DIFFERENTIAL PAY

Employees will be compensated for Shift Differential Pay at the following rate based upon the Borough recognizing that Officers are assigned to yearly steady shifts.

2:30 PM – 1:00 AM –  $\frac{3}{4}\%$  of his annual base salary  
5:30 PM – 4:00 AM –  $1\frac{1}{2}\%$  of his annual base salary  
8:30 PM – 7:00 AM –  $2\frac{1}{4}\%$  of his annual base salary

This will be paid on or before December 31<sup>st</sup> of each year.

## 5.5 LONGEVITY

Each covered employee shall be entitled to Longevity pay on the following basis.

Years of service	Sum per year
Beginning of 5th through 9th	2.50% of base
Beginning of 10th through 15th	3.50% of base
Beginning of 16th through 20th	4.50% of base
Beginning of 21st and forward	8.00% of base

Longevity pay shall be part of an individual's "Base Pay" for the purpose of both Pension and overtime, and shall be paid in equal installments with each officers regular pay check

Any employee hired prior to July 1 shall be credited for one (1) year of services as of 2359 hours on December 31 of the year in which he/she was hired. Any employee hired on or after July 1 shall be credited with a year service as of 2359 hours on December 31, in the year following the year in which he is hired. For example, employee hired in June 1995 will have one (1) year completed service on December 31 at 2359 hours in 1995, or for all intents and purposes, effective January 1, 1996. An employee hired August 1995, will have one (1) year completed service on December 31 at 2359 hours, in 1996, or for all intents and purposes, effective January 1, 1997.

## 5.6 OVERTIME

Overtime shall be paid for all ours worked in excess of ten and one-half (10 ½) hours in any workday, on the basis of time and a half. There shall be a minimum of three (3) hours whenever an employee is called in for overtime. Overtime rate shall not include holiday pay.

## ARTICLE 6: LEAVES OF ABSENCE

### 6.1 VACATION LEAVE

Vacation leave shall be awarded as follows; First year of service – eighty (80) hours; Second year of service eighty eight (88) hours; each additional year of service eight (8) hours each year for a maximum of 280 hours. Any unused vacation time from the previous year shall be accumulated and stored in a "bank" not to exceed five hundred hours (500). Employee's whose bank exceeds five hundred hours (500) shall be compensated at a rate of 50% of that individuals base pay for the excess over 500, on or before December 31st of the current year.

Employees hired after 1/1/11 earn a maximum of 200 hours. Maximum bank is 300 hours. Employee's whose bank exceeds three hundred hours (300) shall be compensated



at a rate of 50% of that individuals base pay for the excess over 300, on or before December 31st of the current year.

Vacations may be taken at any time throughout the year. Vacations may be granted to no more than two (2) employees at any time with prior approval of the Chief of Police.

Vacation selection shall be by seniority, except that vacation time not requested by March 1 of each year, shall thereafter be on a first come, first serve basis.

Odd-day entitlement may be accumulated from year to year to make up full weeks or may be used as individual days, with prior approval of the Chief of Police.

Vacation time shall be by periods of calendar days with, a maximum selection of 16 calendar days, unless additional days are available and not otherwise chosen.

Up to five 10 ½ hour vacation days can be used as personal days if requested by the individual officer as indicated under Article 6.1-3.

The Borough recognizes if an employee ceases employment for any reason the Borough shall pay all banked vacation time up to 500 hours at a rate of 100% of that individuals base pay, except upon retirement, in which case the employee shall be paid for all accumulated vacation time at 100%. Employees hired after 1/1/11, the Borough shall pay all banked vacation time up to 300 hours at a rate of 100% of that individuals base pay, except upon retirement, in which case the employee shall be paid for all accumulated vacation time at 100%.

#### 6.1-2 HOLIDAY VACATION REQUESTS

Vacation days on holidays shall be granted on a rotating basis, starting with the most senior officer selecting the first holiday. Each officer shall then be eligible to request vacation on a holiday in order of seniority. Officers with less than five years will not be eligible.

#### 6.2 SICK LEAVE

Employees shall be allotted (96) pro-rated sick hours per year. Any unused sick time from the previous year shall be accumulated and stored in a "bank" not to exceed five hundred hours (500). Employee's whose bank exceeds five hundred hours (500) shall be compensated at a rate of 50% of that individuals base pay for the excess over 500, on or before December 31st if the current year. Employees hired after 1/1/11, unused sick time from the previous year shall be accumulated and stored in a "bank" not to exceed three hundred hours (300). Employee's whose bank exceeds three hundred hours (300) shall be compensated at a rate of 50% of that individuals base pay for the excess over 300, on or before December 31st if the current year.

The Borough recognizes if an employee ceases employment for any reason the Borough shall pay all banked sick time up to 500 hours at a rate of 100% of that individuals base pay, except upon retirement, in which case the employee shall be paid for all accumulated sick time at 100%. Employees hired after 1/1/11, the Borough shall pay all banked sick time up to 300 hours at a rate of 100% of that individuals base pay, except upon retirement, in which case the employee shall be paid for all accumulated sick time at 100%.

Sick leave shall mean absence from regular work assignment by any employee, due to illness, accident, or injury off the job.

In all cases, the Employer shall have the right to investigate absence for which an employee request payment due to sick leave.

Unapproved requests for sick leave shall result in the assignment of "no pay" for each day(s) designated as "Unapproved".

Sick leave notice shall be given to the Chief of Police or his designee, as soon as possible, in order to arrange for assignment of a replacement.

When absence extends beyond two (2) days, a doctor's certificate must be presented upon the employee's return to work. A day shall consist of twenty-four (24) hours from the scheduled start of the shift. When no certificate is presented, the time will be considered leave without pay.

In the event of an injury or illness to himself or for injury or illness within his family, employees may utilize sick leave. "Members of his/her family" shall mean: wife or husband, son or daughter, father or mother. Father-in-law or mother-in-law are only included if they live in the employee's household. In the case of parents, or mother-in-law or father-in-law of the employee, this clause shall only apply when the illness or injury requires the presence, directly or indirectly, of the employee. A doctor's note may be required, if requested by the Chief of Police or his designee, for the family member.

### 6.3 PERSONAL LEAVE

Employees shall be allotted personal leave of four (4) 10.5 hour days for a total of 42 hours each year. Such time will be granted and no reason or excuse will be required, provided however, that arrangements must be made in advance with the Chief of Police or is designee and provided further, that no one day can be utilized on a public holiday. In, addition, only one employee may select any one particular day. Personal time may not be carried to following year.

#### 6.4 BEREAVEMENT LEAVE

Employees shall be allotted four (4) 10 ½ hrs working days for death in an immediate family member (i.e. spouse, child, parent, parent-in-law, sibling or equivalent step relations, or a blood relation of the employee or spouse, living in the household of the employee.) Additional bereavement days may be granted chargeable to personal leave should the employee request additional time off. In the event that personal leave has expired, vacation time may be assigned under emergency conditions. In the event an employee has no "paid-lost time" credits such time shall be granted however, with no pay.

Two (2) working days for bereavement leave shall be granted in the death of non-immediate, blood relations of the employee (i.e. grandmother, grandfather, uncle, aunt, sister-in-law, niece, and nephew, great-aunt, great-uncle, great-grandparents, etc).

One (1) working day for bereavement leave shall be granted for attendance of burial services in the event of the death of blood relation of the employee's spouse, or a cousin of the employee.

The Borough is conscious of the fact that close family ties with non-immediate and non-blood persons may exist and in some cases the employee's support of his/her spouse is needed, and without prejudice to the Borough, an employee shall be permitted additional bereavement days, as stipulated in this section, for immediate members of the family at the discretion of the Chief of Police. All bereavement leave shall be granted at the time of demise.

#### 6.5 WORKER'S COMPENSATION

The Employer will pay full salary to any employee injured in the line of duty or in any way injured on the job, up to a full year. The employee will turn over to the Borough any Worker's Compensation checks he receives during this period of time.

Employees, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community, whether on-duty or off-duty, as long as such conduct was within the scope of duties of a law enforcement officer, shall be covered by worker's compensation and liability insurance and pension as provided by State law. The determination as to whether or not an injury or illness was sustained in the performance of duty, shall be in accordance with the findings of the Division of Worker's Compensation, or in the event that such findings are appealed to the courts upon the findings of the courts of the State of New Jersey.

## 6.6 DISABILITY INSURANCE

The Borough shall provide members of the Association with coverage under the New Jersey State Disabilities Plan. In the event an employee is injured off the job, and qualifies under the State rules and regulations for Disability Payments, the Borough agrees that the use of sick leave, to the extent that same is available, may be requested by the employee, until the mandatory waiting period is exhausted.

## 6.7 UNION BUSINESS

Leave shall be permitted to the State Delegate of PBA Local 389 for attendance at regularly scheduled monthly meetings of New Jersey State Policeman's Benevolent Association Local 389, if scheduled to work said representative may be granted up to two (2) days leave of absence with pay to attend such meetings.

The Jamesburg State PBA delegate shall be permitted time off without pay for attendance at any other meetings, provided notice is given in advance and a substitute found, if necessary.

The Borough will release from duty, with pay, employees required for negotiations, provided notice is given in advance and such release does not interfere with effective law enforcement.

The Borough will release from duty without loss of pay if scheduled to work, the PBA President or his designee to conduct PBA business, such as grievance processing, attendance at arbitrations, and meetings with Borough representatives, etc. Such leave must be approved by the Chief of Police or his designee. Such leave shall not be unreasonably denied. Attendance at PBA State convention shall be as per N.J.S.A. 40A:14-177.

The Employer will arrange a dues check-off for the Association members for payroll deductions, on a monthly basis, and the transfer of such deductions to the appropriate Association employee by the 15th of the following month.

## ARTICLE 7                      ALLOWANCES

### 7.1

In keeping up with the requirements that an employee shall wear his/her uniform at all times while on duty and shall maintain his/her uniform in clean, neat and tidy condition, the Employer shall provide the following sums to full-time employees:

3/1/11	\$1750.00
3/1/12	\$1750.00
3/1/13	\$1750.00
3/1/14	\$1750.00

#### EQUIPMENT:

Every five years, the Borough will supply each employee with a bullet proof vest, a minimum ballistic threat level II. The brand shall be determined by the Chief of Police.

#### 7.1-2 HOLIDAYS

All employees shall be compensated for 126 hours of Holiday pay. In addition, the Borough will pay 4 hours holiday pay in recognition of the fact that employees are required to work Memorial Day and Independence Day. This will bring the total holiday pay hours to **130**. Holiday pay shall be part of an officer's base pay and shall be paid in equal installments with an officer's regular paycheck. Holiday pay shall not increase the hourly rate, but it shall be included in the pension salary.

Effective January 1, 2005, the Borough shall establish a Holiday Savings Club in which officers can voluntarily participate. Such Club shall provide for an automatic payroll deduction to be deposited into an account for each participating officer. This account shall be opened by the employee in a bank that has been approved by the Borough Business Administrator.

#### 7.1-3 EDUCATION

In view of the fact that increased education provides an additional asset to the employee, the Employer and the public which is served, the Employer agrees to pay annually the sum of up to \$1650.00 toward college credit and the cost of books to any employee who attends an accredited school. Such sum is to be paid by voucher, upon completion and certification of credit.

These sums are a maximum total that will be paid to an employee who obtains college credits during the specified calendar year. Prior to attending courses, the employee, after approval from the Chief of Police, will request that a Purchase Order be issued in order to maintain that the sums indicated above are charged to the proper yearly allowance.

#### EDUCATIONAL BENEFIT

In the interest of supporting the concept of continued Education the Borough will provide a college incentive program to these individuals who have obtained an Associates Degree, Bachelor's Degree or Master's Degree. Only if obtained in a Criminal Justice Degree.

Associates Degree	\$500.00
Bachelors Degree	\$1,000.00
Masters Degree	\$1,500.00

Payment of college Incentive Program shall be added to employee's base salary and shall be paid in equal installments with each officer's regular paycheck.

#### 7.1-6 ANNUITY PLAN

Each year the Employer shall contribute the sum of 1% of base salary into an annuity plan for each covered employee. The employee will have the option to make additional contributions to the annuity plan, by means of Automatic Payroll Deduction and paid into the plan each pay period. These deductions can either match or increase the contributions made by the Employer. These changes can be made any time during the course of employment.

Employees hired after 1/1/11 are not entitled to annuity pay.

### ARTICLE 8            ADDITIONAL BENEFITS

#### 8.1

The Borough shall provide to and pay for each officer and his dependants, the health plan of his choice that is offered under New Jersey State Health Benefits Program.

The Employer will provide each employee with a paid Prescription Drug Benefit Plan. This plan, obtained through the State of New Jersey Health Benefits Program, will cover the member employee, spouse and dependent children of the employee.

The Employer will provide each employee with a dental plan.

If the Borough elects to change healthcare providers for any of its plans, it must implement a plan or plans that are equal to or better than the ever current coverage. Prior to changing healthcare providers, the Borough will meet with the PBA to review said plan and allow the PBA sufficient time to determine if said plan or plans are equal to or better than the ever current plan, prior to making the change.

The Borough recognizes that each retired employee shall be covered under the New Jersey State Health Benefits Program, paid for by the Borough, if such employee has twenty-five (25) years of service in the New Jersey State retirement system.

#### 8.2

The Employer will provide False Arrest Insurance for members of the Police Department.

### 8.3

The Employer agrees to retain all necessary legal advice and counsel, if an employee is charged with a violation of law while in the performance of his duty. The employee shall have the choice of rejecting the attorney if he deems the attorney to be unsatisfactory, except in the case where an insurance carrier is providing the legal defense over which the Employer has no control.

In such a case, the employee may request that the Employer act as an intermediary in bringing about a change of attorneys. However, no such rejection(s) shall impede the progress of the case.

### 8.4

If an employee is required to use his personal vehicle in the line of duty, as determined by the Chief of Police, or his designee, said employee shall be paid at the ever current IRS rate, provided a voucher is submitted.

### 8.5

The employer shall compensate any employee for reasonable expenses incurred for the attendance of police training courses, school and institution, which attendance is ordered or authorized by the Chief of Police on his designee.

### 8.6

If in the performance of duty, an employee suffers damage or loss to any authorized non-uniform personal property, he will be reimbursed on a reasonable replacement cost; up to \$750 per incident, provided said loss was not intentionally caused by said employee. Proof of damage or loss will be provided and substantiated. Each incident will be judged on its own merit by the Chief of Police or his designee.

### 8.7

The Employer shall endeavor, without discrimination and with equal opportunity, to provide at least three (3) days of a certified police training course during each calendar year, to each employee covered under this Agreement.

### 8.8

Any medical costs for treatment or otherwise incurred as a result of job related illnesses or injuries shall be paid in full, by the Employer, if same is not fully paid for through any insurance plan obtained by the Employer.

8.9

The Employer agrees to allow the PBA President or his/her designee to utilize the Borough copy machine, with no cost to the PBA; however, this utilization shall not be used for propaganda purposes.

8.10

If the Employer fails to meet contractual commitments to the employee in terms of payment of any monies due the employee on or before a specified date, the Employer agrees to compensate the employee at the prevailing savings account rate of interest (PNC Bank). The employee and PBA agree to a fourteen (14) day grace period.

8.11

The Employer Agrees to recognize and support a uniform "Police Funeral Detail" consisting of at least one on duty member for their attendance in a marked patrol car for the funeral of a deceased law enforcement officer, or family member, subject to approval by the Chief of Police, and within the State of New Jersey.

## ARTICLE 9                      WORKING CONDITIONS

9.1

The Employer agrees to provide the Association, as in the past, such information required by the Association as being inimitable to negotiations, and will make available all public records for review and inspection upon request. In addition, the Employer will make available a copy of its annual budget to be delivered at no cost to the Association.

9.2

Generally, between May 15 and September 15 of each year, short-sleeved shirts will be worn. At all other times of the year, long-sleeved shirts shall be worn and shall be considered dress uniform. Dress uniforms shall be worn for all special events, such as parades, funerals and when indicated by the Head of the Department. At all times the senior officer on duty shall have the discretion of a uniform change for the shift if weather or other conditions dictate same.



9.3

Continuous employment shall be defined as continuous employment by the Borough including vacation time, sick leave, service in the armed services which began after initial employment, and authorized leaves of absence up to one (1) year.

9.4

Any terms, and condition of employment, not currently covered by State law, local ordinance, and rules and regulations shall be submitted, in writing, to the Association to be discussed prior to their establishment and no less than ten (10) days prior to their introduction to the governing body, except in the case of extreme emergency. Any violation of this provision shall render the change null a void until the terms of this provision are met.

9.5

Any changes in terms and conditions of employment herein shall be by written mutual consent of both parties.

9.6

There shall be no discrimination, interference or coercion, by the Employer or any of its agents, employees or representatives against the employees represented by the Association, because of membership in or activities done on behalf of the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, color, creed, sex, national origin or political affiliation or other legally protected classification.

9.7

An employee, after completion of his/her probationary period, shall have the right to inspect his/her own personnel file on reasonable notice and at a reasonable time. All personnel files are to be considered confidential and information in them is not to be transmitted or exposed to anyone except with written consent of the Chief of Police and the employee involved. No secret files are to be kept.

9.8

In the event that the Employer has knowledge or cause to investigate the conduct of any employee covered herein, for violation of rules and/or procedures of the Department, the following will apply:

- A. In the event of a citizen's complaint, charges must be filed within thirty (30) days of the Employer's knowledge of the offense and not later than two (2) months after the alleged offense occurred;
- B. In the event of any other alleged offense, except criminal matters, charges must be filed within forty-five (45) calendar days of the date of the alleged offense.
- C. In the event of a criminal matter, statutory law will prevail;
- D. Failure to file charges according to the above listed provisions shall vacate the charges. In the event that any employee is convicted of a breach of any disciplinary rule or procedure regarding his conduct or the performance of his duties and the resolution of such actions is noted and made part of his service record, such report, notations, memoranda, notices, order, penalties, or otherwise, shall be permanently and forever stricken and expunged from his record after the expiration of eighteen (18) months from the date that the offense was committed, provided no additional offense(s) have been committed in the interim.

#### 9.9

The waiver of any breach or condition of the Agreement, by either party, shall not constitute precedent in the future enforcement of the terms and conditions herein.

#### 9.10

Negotiations between the Borough and the Association, for any succeeding contract(s) shall commence no later than one hundred fifth (150) days prior to the Borough's mandatory budget submission date of the succeeding year in which the contract expires.

#### 9.11

In the event that the negotiated Agreement is in conflict with any local municipal rule, regulation or ordinance, the Agreement shall take precedence.

#### 9.12

### SAFETY

A minimum of two (2) police officers shall be required on duty within the Borough of Jamesburg at all times. This shall be accomplished by either having two (2) cars patrolling with one (1) officer in each or by having two (2) officers in one (1) patrol unit. If additional or less staffing is required, that staffing will be determined by the Chief of Police or his designee. Any transportation of prisoners outside the Borough of Jamesburg will require two (2) officers.

## **ARTICLE 10            MANAGEMENT RIGHTS**

### **10.1**

The employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause according to law; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situation of emergency.

### **10.2**

Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

### **10.3**

The parties agree that the right to make reasonable departmental rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

## **ARTICLE 11            FULL AGREEMENT**

### **11.1**

This Agreement shall continue in full force and effect, from January 1, 2011 through December 31, 2014 and shall be retroactive to January 1, 2011. Negotiations for the Agreement year January 1, 2015 shall commence during the first two (2) weeks of September, 2014, between representatives of the Association and the Employer.

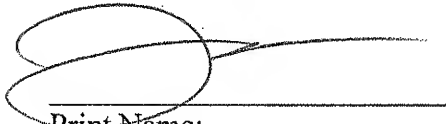
### **11.2**

This Agreement is entered into pursuant to Chapter 303, P.L. 1968, as amended. Any provisions of this Agreement, which is deemed illegal, shall be nullified, provided, however, that only the provision which is illegal is nullified and the remainder of the Agreement shall be in full force and effect.

11.3

This Agreement shall remain in full force and effect until the parties herein sign a new Agreement.

For the Association



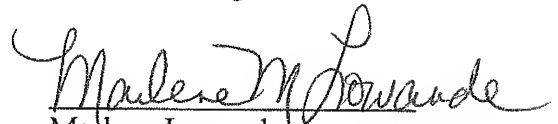
Print Name:

JASON MULLER

Title:

PBA 389 PRESIDENT

For the Borough



Marlene Lowande

Mayor

ATTEST:



Kathleen Capristo, RMC

Municipal Clerk (Acting)

Dated: 3-3-12

Dated: 3/12/12

## Salary Guide

### 2011

	Current Employees	New Hires after 1/1/11
1 <sup>st</sup>	\$37,514.01	\$40,000.00
2 <sup>nd</sup>	\$59,293.63	\$46,000.00
3 <sup>rd</sup>	\$67,141.42	\$48,000.00
4 <sup>th</sup>	\$75,715.04	\$52,000.00
5 <sup>th</sup>	\$83,619.80	\$55,000.00
6 <sup>th</sup>	\$83,619.80	\$60,000.00
7 <sup>th</sup>	\$83,619.80	\$65,000.00
8 <sup>th</sup>	\$83,619.80	\$68,000.00
9 <sup>th</sup>	\$83,619.80	\$72,000.00
10 <sup>th</sup>	\$86,128.61	\$76,000.00
11 <sup>th</sup>	\$86,128.61	\$81,000.00
12 <sup>th</sup>	\$86,128.61	\$85,275.00

Detective 6% above highest Patrolman

Sergeant 6% above Detective

Lieutenant 6% above Sergeant

### 2012

	Current Employees	New Hires after 1/1/11
1st	\$37,514.01	\$40,000.00
2nd	\$59,293.63	\$46,000.00
3rd	\$67,141.42	\$48,000.00
4th	\$75,715.04	\$52,000.00
5th	\$85,919.34	\$55,000.00
6th	\$85,919.34	\$60,000.00
7th	\$85,919.34	\$65,000.00
8th	\$85,919.34	\$68,000.00
9th	\$85,919.34	\$72,000.00
10th	\$88,497.15	\$76,000.00
11th	\$88,497.15	\$81,000.00
12th	\$88,497.15	\$85,275.00

Detective 6% above highest Patrolman

Sergeant 6% above Detective

Lieutenant 6% above Sergeant

**2013**

	Current Employees	New Hires after 1/1/11
1st	\$37,514.01	\$40,000.00
2nd	\$59,293.63	\$46,000.00
3rd	\$67,141.42	\$48,000.00
4th	\$75,715.04	\$52,000.00
5th	\$85,919.34	\$55,000.00
6th	\$87,637.73	\$60,000.00
7th	\$87,637.73	\$65,000.00
8th	\$87,637.73	\$68,000.00
9th	\$87,637.73	\$72,000.00
10th	\$90,267.09	\$76,000.00
11th	\$90,267.09	\$81,000.00
12th	\$90,267.09	\$85,275.00

Detective 6% above highest Patrolman  
Sergeant 6% above Detective  
Lieutenant 6% above Sergeant

**2014**

	Current Employees	New Hires after 1/1/11
1st	\$37,514.01	\$40,000.00
2nd	\$59,293.63	\$46,000.00
3rd	\$67,141.42	\$48,000.00
4th	\$75,715.04	\$52,000.00
5th	\$85,919.34	\$55,000.00
6th	\$87,637.73	\$60,000.00
7th	\$89,171.39	\$65,000.00
8th	\$89,171.39	\$68,000.00
9th	\$89,171.39	\$72,000.00
10th	\$91,846.76	\$76,000.00
11th	\$91,846.76	\$81,000.00
12th	\$91,846.76	\$85,275.00

Detective 6% above highest Patrolman  
Sergeant 6% above Detective  
Lieutenant 6% above Sergeant